

# Exhibit D-5



# MINOR LEAGUE UNIFORM PLAYER CONTRACT

## ADDENDUM A

1. Player's Information: **Christopher Kenneth Epps**  
(First Middle Last)  
**625 Woodfall Court**  
(Permanent Street Address)  
**Stone Mountain GA United States 30087**  
(City, ST, Country, Zip)  
**254-79-4562** **REDACTED** **770-879-9624** **REDACTED** **1988** **CKE**  
(SSN or SIN) (Telephone No.) (Date of Birth) (Player's Initials)

2. Club's Name: **Houston Astros Baseball Club**

3. First championship playing season covered by this Minor League Uniform Player Contract: **2011** (Year)

4. Execution Date of this Minor League Uniform Contract: **June 9, 2011**  
(Date)

5. Pursuant to subparagraph E of Paragraph XVIII, and subject to a change at any time, Club initially directs Player to perform for the **GCL Astros** Club of the **Gulf Coast League**

### Status of Player

First Minor League Contract  
 Rule 4 Drafted Player  
 Draft Year: **2011** Selection Round: **45** Overall Sel. No.: **1360**

**Player information (Must be completed for first Minor League contract)**

Pos: **OF** **6' 01"** Wgt: **190** Bats: **Left** Throws: **Right**

High School: \_\_\_\_\_ Grad Date: \_\_\_\_\_  
(State) (M/Y)

College: **Clemson U** **SC** Grad Date: **06/2011**  
(State) (M/Y)

Place of Birth: **Stone Mtn.** **GA** **US**  
(City) (State) (Country)

### CONTRACT TERM (FOR FIRST-YEAR PLAYERS ONLY)

This Minor League Uniform Player Contract ("MLUPC") shall be, consistent with the MLR and as stated in paragraph VI (Duration And Conditions Of Employment) of the MLUPC, for a period of **7** (Seven) years.

CLUB DATE AND SIGN HERE

AS TO CLUB:

**June 9, 2011**  
 Date (Write Out Month)

By:

*Mike Brown*

Authorized Club Representative's Signature

Title:

Coordinator of Amateur Scouting

**ADDENDUM B**

*Special Covenants: In accordance with Paragraph XXII of this Minor League Uniform Player Contract, all additional payments or consideration whatsoever that Player is to receive or has received from Club or from any other source in connection with this Minor League Uniform Player Contract are fully described below:*

**I. Signing Bonus**

Subject to the conditions set forth below, Player shall receive a signing bonus, only upon approval of this contract by the Office of the Commissioner of Baseball, which shall be payable as shown below.

If Player fails to report for, or abandons Club without permission and is absent from Club for a material portion, or for at least two weeks, of any playing season (which includes the championship season, any training required by Club in preparation for such championship season and any post-season that the team or affiliate to which Player is assigned participates) during the term of this Minor League Uniform Player Contract ("UPC"),

- 1) Player shall relinquish and forfeit any right to, and Club shall not be obligated to pay, any portion of the amount not yet paid pursuant to the payment schedule set forth in this signing bonus provision and
- 2) Player shall immediately return and refund to Club, and relinquish and forfeit any right to, that portion of the signing bonus already paid to Player by Club, regardless of the year of payment, that exceeds the amount of signing bonus already paid to Player by Club (i) multiplied by the number of championship seasons Player reported to, and did not subsequently abandon without permission, Club and (ii) divided by the number of championship seasons covered by the term of this UPC.

**Payable Amount**  
\$2,500

**Within Days of Approval**  
30

**II. Incentive Bonus Plan**

The Club Houston Astros and Player Christopher Kenneth Epps agree that Player is to participate in the Incentive Bonus Plan, which hereby is made part of the parties' Uniform Player Contract. The Incentive Bonus Plan is set forth below:

(a) Player and Club may incorporate the Incentive Bonus Plan into their Uniform Player Contract only if Player has never before signed an approved contract with a Major League or Minor League club. Payments pursuant to the Incentive Bonus Plan are to be made following retention of Player on the Active List of a club or clubs of certain classifications, or of a higher classification for ninety (90) days of any one regularly scheduled season, including any official play-off or other post-season series in which Player is eligible to participate. The amount of such Incentive Bonus Payments and the classifications for which they are to be paid are as follows:

- (1) If retained on the Active List of a Class AA club, the sum of \$1,000.
- (2) If retained on the Active List of a Class AAA club, the sum of \$1,500.
- (3) If retained on the Active List of a Major League club, the sum of \$5,000.

(b) A Major League or Class AAA Incentive Bonus Payment shall be increased by any Incentive Bonus payment or payments that Player has not already received for a lower classification or classifications, regardless of the period of service, if any, that Player has had in such lower classification or classifications.

(c) Time spent on any inactive list shall not be counted toward the ninety (90) days required to be served before an Incentive Bonus Payment becomes payable; provided, however, that if Player is placed on the Disabled List after he has been credited with sixty or more days of service in any particular season, the Disabled List time shall be counted to his credit. Time spent on conditional assignment shall not be counted toward such ninety (90) days unless Player is directed to perform for a club in a classification qualified for Incentive Bonus Payments, in which event such time shall be counted toward the payment applicable to the classification of that club.

(d) If Player has received the Incentive Bonus Payment applicable to a particular classification, he shall not thereafter be entitled to another such payment for service in the same classification, whether such service occurs in the same or a subsequent season.

(e) Liability for Payments. The Club which holds Player's contract at the time an Incentive Bonus payment becomes due shall pay such bonus to Player.

(f) Unconditional release or any other form of free agency shall terminate the Incentive Bonus Payment Plan for the Player.

In the event Player's Uniform Player Contract contains both the Incentive Bonus Plan and the College Scholarship Plan, the Coordination of Benefits outlined within the College Scholarship Plan shall apply accordingly.

**No Other Provisions**

## ADDENDUM C-1

In accordance with Paragraph VII of the Minor League Uniform Player Contract to which the undersigned Player is a party, Player's monthly salary rate during the 2011 championship playing season shall be: **\$1,100.00** / month (**1,100.00** dollars per month.)

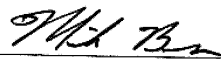
If Player is on the Active or Disabled Lists of Clubs in more than one subclassification or classification during the same pay period and is entitled to different salary rates for the different subclassifications or classifications, Player's salary shall be prorated in accordance with the number of days of Player's employment in each subclassification or classification compared to the number of days in that pay period.

CLUB DATE AND SIGN HERE

AS TO CLUB:

June 9, 2011  
Date (Write Out Month)

By:



Authorized Club Representative's Signature

Title:

Coordinator of Amateur Scouting

# MINOR LEAGUE UNIFORM PLAYER CONTRACT

- I. Parties** The parties to this Minor League Uniform Player Contract are those identified in paragraphs 1 and 2 of Addendum A
- II. Definitions**
- A. As used in this Minor League Uniform Player Contract, the term "Player" shall refer to the individual identified in paragraph 1 of Addendum A.
  - B. The term "Major League" shall refer to The American League of Professional Baseball Clubs, The National League of Professional Baseball Clubs and any other professional baseball league that is granted Major League status pursuant to the Major League Agreement (MLA).
  - C. The term "Major League Club" shall refer to a professional baseball club that is a member in good standing of a Major League.
  - D. The term "Major League Player" shall refer to a professional baseball player who is on an Active List, Disabled List or other Inactive List of a Major League Club.
  - E. The term "Minor League" shall refer to any domestic or foreign professional baseball league that, either directly or through membership in an association or other entity, is party to an agreement with the Major Leagues and that recognizes the authority of the Commissioner.
  - F. The term "Minor League Club" shall refer to any professional baseball club that is a member in good standing of a Minor League.
  - G. The term "Minor League Player" shall refer to any professional baseball player who is on a Minor League under control list and/or a Minor League Reserve List of a Major League Club and/or any professional baseball player who is on the Active List, Disabled List or other Inactive List of a Minor League Club.
  - H. The term "Commissioner" shall refer to the individual who holds the office of Commissioner of Baseball pursuant to Article 1 of the MLA (or, in the absence of a Commissioner, any person or entity succeeding to the powers and duties of the Commissioner pursuant to the MLA) or the Commissioner's designee.
  - I. The term "Club" shall refer to the professional baseball club identified in paragraph 2 of Addendum A, and any other Major League Club or Minor League Club to which this Minor League Uniform Player Contract may be assigned, loaned, leased or otherwise transferred. The term "Club" also shall refer to any Major League Club or Minor League Club for which Player is directed to perform.
  - J. The terms "Minor League Reserve List" and "Minor League under control list" shall refer to the lists filed pursuant to the Major League Rules of all Minor League Uniform Player Contracts to which that Club holds title.
  - K. The terms "Major League Reserve List" and "Major League under control list" shall refer to the lists filed pursuant to the Major League Rules of all Major League Uniform Player Contracts that Club holds title to and that Club has placed on the Major League roster.
  - L. The term "championship playing season" shall refer to the full schedule of regular-season games that has been approved for Club.
  - M. The term "Minor League Association" shall refer to any association of Minor League Clubs and/or Minor Leagues that is party to an agreement with the Major Leagues and that recognizes the authority of the Commissioner.

**III. Recital** The Major Leagues have jointly subscribed to the Major League Agreement (MLA) and the Major League Rules (MLR). The parties agree that they and this Minor League Uniform Player Contract are therefore subject to and governed by the MLA and MLR, which are fully incorporated in this Minor League Uniform Player Contract as if set forth herein verbatim. The Major Leagues are currently party to the Professional Baseball Agreement (PBA) with the National Association of Professional Baseball Leagues (National Association). To the extent that this Minor League Uniform Player Contract is assigned, loaned, leased or otherwise transferred to a Minor League Club which is a member of a National Association League (or the player is directed by the Club to perform for, or report to, such Minor League Club), the parties acknowledge (A) that they and this Minor League Uniform Player Contract are bound by, subject to and governed by the then-existing PBA and any subsequent amendments to that document, and (B) that the then-existing PBA (and any subsequent amendments to that document) are fully incorporated in this Minor League Uniform Player Contract as if set forth herein verbatim.

To the extent that this Minor League Uniform Player Contract is assigned, loaned, leased or otherwise transferred to a Minor League Club which is not a member of a National Association League (or the Player is directed by the Club to perform for, or report to, such Minor League Club), the parties acknowledge (A) that they and this Minor League Uniform Player Contract are bound by, subject to and governed by any agreement(s) and any subsequent amendments to any present or future agreements then in effect between the Major Leagues and the Minor League or Minor League Association of which the Minor League Club is a member and (B) that any such agreements (and any subsequent amendments to any such agreements) are fully incorporated in this Minor League Uniform Player Contract as if set forth herein verbatim.

**IV. Scope** Subject to the provisions of the Basic Agreement applicable to Major League Players performing for Minor League Clubs and/or in Minor Leagues, this Minor League Uniform Player Contract shall set the terms and conditions of Player's employment during all periods in which Player is employed by Club as a Minor League Player. The Basic Agreement and the Major League Uniform Player Contract shall exclusively govern the terms and conditions of Player's employment during all periods in which Player is performing services for Club as a Major League Player. This Minor League Uniform Player Contract therefore shall have no application during any period in which Player is on Club's Major League Active, Disabled or other Inactive List.

**V. Agreement** In consideration of the foregoing Recital and Scope provisions, for the mutual representations, promises, covenants and agreements contained herein (including in Addenda A, B and C) and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties, intending to be legally bound, promise, covenant and agree as follows.

As a material inducement for Club to employ Player's services, Player agrees that certain issues in regard to worker's compensation benefits are to be treated as follows:

A. Any salary paid to Player pursuant to this Minor League Uniform Player Contract during any period of time in which Player is injured and would qualify for worker's compensation benefits shall be deducted from any worker's compensation award that may be due to Player from Club. Any salary that Club pays to Player shall be applied as a credit against the aggregate amount of any worker's compensation benefits for wage loss, temporary total disability or permanent disability that Player is entitled to in connection with any period in which Club paid Player's salary pursuant to this Minor League Uniform Player Contract. Any salary that Club pays to Player that exceeds the aggregate amount of any worker's compensation benefits for wage loss, temporary total disability or permanent disability that Player is entitled to in connection with any period in which Club paid Player's salary pursuant to this Minor League Uniform Player Contract ("Overpaid Benefits") shall be applied as a credit against any worker's compensation award to which Player may become entitled so that said award is, or awards are, reduced by the amount of Overpaid Benefits.

B. If Player files a worker's compensation claim in any jurisdiction (referred to as the "First Jurisdiction") and receives an award of any type (including but not limited to an award of temporary disability, permanent disability, medical treatment or vocational re-training), then Club shall be entitled to claim credit for said award if Player either concurrently or subsequently files a claim in any other jurisdiction (referred to as a "Subsequent Jurisdiction"). The credit to which Club is entitled pursuant to this Addendum G shall be a dollar-for-dollar credit such that any award received in a Subsequent Jurisdiction shall be reduced by the exact dollar amount of any award in the First Jurisdiction. The credit to which Club is entitled pursuant to this Addendum G shall apply to all benefits, including without limitation the cost of any medical treatment paid for by Club. The cost of any benefits paid by Club in the First Jurisdiction (including without limitation the cost of medical treatment) shall count toward the dollar-for-dollar reduction of any award made in a Subsequent Jurisdiction. The credit to which Club is entitled pursuant to this Addendum G shall apply to any claim filed by Player in multiple jurisdictions in regard to injury to the same body part or parts, whether such claim is filed as a specific-date-of-injury claim or as a cumulative-trauma-injury claim.

C. With respect to expenses paid by worker's compensation insurance or other surgical, medical or hospitalization insurance policy, if Player uses a physician, dentist or other medical service provider not designated by Club and incurs expenses greater than that which would have been incurred by using a Club-designated provider, then Player shall reimburse Club for the excess cost of such medical services. Club shall have the right to select any medical service provider other than a physician or dentist in the same manner in which Club has the right to select a physician or dentist pursuant to this Minor League Uniform Player Contract. Club's right to select the place of delivery of professional services pursuant to this Minor League Uniform Player Contract may include a Club facility or the facility of another club, if Club is on the road.

By signing this Minor League Uniform Player Contract and/or this Addendum G, Player acknowledges that he has read this Addendum G, has consulted with the advisors of his choice or had the opportunity to do so, understands the terms of this Addendum G and enters into this Addendum G of his own free will and choice.



VI. Duration  
And  
Conditions Of  
Employment

A. Unless a different term of this Minor League Uniform Player Contract is set forth in Addendum A, Club hereby employs Player to and Player agrees to render, skilled services as a Minor League Player in seven (7) separate championship playing seasons, commencing with the beginning of the championship playing season identified in paragraph 3 of Addendum A, or the portion of that regular championship playing season remaining after the execution date of this Minor League Uniform Player Contract, as specified in paragraph 4 of Addendum A, whichever date is later. Unless this Minor League Uniform Player Contract is terminated pursuant to Paragraph XIX, the term of employment shall extend until Player has performed services for Club as a Minor League Player in the requisite total of separate championship playing seasons. For purposes of determining whether Player has performed in the requisite total of separate championship playing seasons, Player shall not be deemed to have performed services as a Minor League Player during any championship playing season in which Player is on either the Major League Active List, the Major League Disabled List or other Major League Inactive List (or combination of the foregoing) for the entire season. Player also shall not be deemed to have performed services as a Minor League Player in any championship playing season in which Player is on the Restricted List, Disqualified List, Suspended List, Ineligible List, Voluntarily Retired List or Military List (or combinations of the foregoing) for the entire season. Player also shall not be deemed to have performed services as a Minor League Player in any championship season in which Player withholds services for any portion of the championship playing season or playoff games at the conclusion of that championship playing season. For purposes of determining whether Player has performed services in the requisite total of separate championship playing seasons, service in winter league play shall be excluded.

B. This Minor League Uniform Player Contract obligates Player to perform professional services on a calendar year basis, regardless of the fact that salary payments are to be made only during the actual championship playing season. The salary paid is in part based on considerations in addition to the actual performance of services during the championship playing season. Player therefore understands and agrees that Player's duties and obligations under this Minor League Uniform Player Contract continue in full force and effect throughout the calendar year, including Club's championship playing season, Club's training season, Club's exhibition games, Club's instructional, post-season training or winter league games, any official play-off series, any other official post-season series in which Club shall be required to participate, any other game or games in the receipts of which Player may be entitled to a share, and any remaining portions of the calendar year. Player's duties and obligations shall continue in full force and effect until October 15 of the calendar year of the last championship playing season covered by this Minor League Uniform Player Contract.

C. Player and Club also agree to comply with all decisions of the Commissioner pursuant to the provisions of the MLA and MLR and, to the extent applicable, the PBA or other agreement in effect between the Major Leagues and one or more Minor Leagues or Minor League Associations.

D. Player's physical condition is important to the safety and welfare of Player and to the success of Club. Thus, to enable Player to become properly fit for Player's duties under this Minor League Uniform Player Contract, Club may require Player to maintain Player's playing condition and weight during the off-season and to report for practice and conditioning at such times and places as Club may determine and may require Player to participate in such exhibition games prior to the championship playing season as Club may arrange. Club shall reimburse Player for expenses incurred in traveling from Player's home city to Club's training place and Club shall have the right to select the mode and class of transportation to be used and the route to be taken by Player. In the event Player fails to report for practice and conditioning as required, or fails to participate in exhibition games, Club may impose a reasonable fine upon Player in accordance with Paragraph XX and also require Player to become fit for Player's duties to the satisfaction of Club at Player's own expense.

E. Player represents that Player is aware of the Commissioner's Office Policy (the Policy) prohibiting Minor League Players and other Minor League Personnel from using or possessing tobacco or similar products on ballpark premises or during Club travel. Player also agrees that all Policy provisions (and any subsequent amendments, revisions or additions) shall be incorporated in this Minor League Uniform Player Contract as if set forth herein verbatim.

Player further promises that Player will comply fully with all Policy provisions and that Player's obligation to do so is a material term of this Minor League Uniform Player Contract. Player understands and agrees that any violation of the Policy may subject Player to discipline (including, but not limited to, a monetary fine and/or a suspension) under the terms of this Minor League Uniform Player Contract, the MLA and the MLR. Moreover, Player stipulates and agrees that all disputes concerning the Policy and/or Player's compliance with the Policy shall be resolved in accordance with this Minor League Uniform Player Contract, the MLA and the MLR.



A. For the performance of all of the skilled services by Player and for Player's other promises herein contained, Club will pay Player at the monthly rate set out in Addendum C-1 during the first championship playing season covered by this Minor League Uniform Player Contract. The Player and Club shall attempt annually to negotiate an applicable monthly salary rate for the next subsequent championship playing season covered by this Minor League Uniform Player Contract. Such negotiations shall be in accordance with the applicable provisions of the MLA and, if applicable, the PBA or other agreement in effect between the Major League and one or more Minor Leagues or Minor League Associations. If the Player and Club reach agreement, the agreed-upon monthly salary rate shall be set out in a new Addendum C, and Player agrees to execute same. If the Player and Club do not reach agreement, then the Player's monthly salary rate for the next championship playing season shall be set by the Club, but shall not be less than eighty percent (80%) of the monthly salary rate set out in the most recently executed Addendum C. If the Player's monthly salary rate is set by the Club, that monthly salary rate shall be set out in a new Addendum C, and Player agrees to execute same. Any monthly salary rate set out in any Addendum C shall conform to any applicable minimum salary requirements contained in the MLR. If Player is a foreign national with a nonimmigrant visa, monthly salary rates set out in any Addendum C shall be adjusted upward as necessary to conform with the minimum required salary levels. The various Addenda C for this Minor League Uniform Player Contract shall be numbered consecutively, for example, Addendum C-1, Addendum C-2, et cetera.

B. The monthly payments under this Minor League Uniform Player Contract will be made in two (2) semi-monthly installments on the 15th day and last day of the month after the beginning of Club's championship playing season. The obligation to make such payments to Player shall start with the beginning of Club's championship playing season or such later date as Player reports for championship season play. The obligation to make such payments shall end with the termination of Club's championship playing season and any official play-off series in which Club shall participate, or upon the termination of this Minor League Uniform Player Contract, whichever shall occur first. Player shall not be entitled to any payment under this Minor League Uniform Player Contract for any period that Player is on a Major League Active, Disabled or other Inactive List. If Player is in the service of Club for part of Club's championship playing season only, Player shall receive such proportion of the rate set forth above as the number of days of Player's actual employment in any month compares to the number of days in said month.

## VIII. Disability Of Player

A. If Player is disabled during Club's training season and if this Minor League Uniform Player Contract is terminated during Club's training season as a result of that disability, or if this Minor League Uniform Player Contract is later terminated during the first fourteen days of Club's championship playing season while Player is so disabled, Player shall be paid by Club at the rate of compensation set out in the most recently executed Addendum C for a period of two weeks from the first day of Club's championship playing season. However, if Player is injured during Club's training season and is not released on or before the fourteenth day of Club's championship playing season, Club shall continue to be obligated to pay Player at the rate of compensation set out in the most recently executed Addendum C until the conclusion of Club's championship playing season, or until an earlier date on which Club may give Player an unconditional release.

B. If Player is disabled during Club's championship playing season, that disability shall not impair Player's rights to receive the compensation set forth in subparagraph A of Paragraph VII for a period of fourteen days from the date of such disability if that disability continues for all of such period. It is specifically provided, however, that said fourteen days' period shall not be considered for purposes of determining whether any additional payments may be due Player under any Special Covenants to this Minor League Uniform Player Contract. However, if Player is not released during or at the end of the fourteen days' period, Club shall continue to be obligated to Player for compensation under the terms of subparagraph A of Paragraph VII to the conclusion of Club's championship playing season, or to such earlier date on which Club may give Player an unconditional release.

C. Club also shall pay all of Player's necessary and reasonable hospital and medical expenses incurred during the term of this Minor League Uniform Player Contract by reason of said disability, which expenses are not paid by worker's compensation insurance or other surgical, medical or hospitalization insurance policy, for the number of days in the period of disability or 180 days, whichever is less. Club, however shall always have the right to select the physician or dentist to perform professional services to be rendered to Player as well as the place of delivery of said services, including hospital, offices or clinic, or to approve the person rendering such services or the place where such services are to be performed if selected by Player.

D. The following conditions are expressly established as conditions precedent to Club's obligation to pay any of the salary provided for in subparagraphs A and B of this Paragraph VIII, or to pay any of the medical or hospital expenses provided for in subparagraph C of this Paragraph VIII:

1. Player's disability must have been a direct and proximate result of an injury sustained in the course and within the scope of Player's employment under this Minor League Uniform Player Contract; and

2. Player must give Club written notice of the place, time, cause and nature of Player's injuries within five (5) days from the date of receiving such injuries or prior to the termination of this Minor League Uniform Player Contract, whichever is earlier. The failure of Player to give such notice shall not impair the rights of Player, as set forth herein, if Club has actual knowledge of such injury to Player; and

3. Player, if requested by Club, must provide Club with written medical proof of Player's disability.

E. Any worker's compensation payments, or any surgical, medical or hospitalization insurance payments received by Player for the period for which Club is paying Player, as specified in this Paragraph VIII, shall be immediately paid by Player to Club. If Player fails or refuses to pay these monies to Club, Club shall deduct the same from any compensation due Player.

## IX. Allowance

Club will provide Player during Club's training season and while Club is "abroad" with lodging (if Player is required to remain "abroad" overnight) and the meal allowance required by the MLR. If while "abroad" Club elects to require Player to remain "home" and Player is on Club's Active or Disabled List, Club shall pay Player the meal allowance required by the MLR. No such meal allowance shall be due Player, however, if Player's permanent residence is located in the home city of Club or if Player returns to Player's permanent residence while Club is abroad. The terms "home" and "abroad" mean, respectively, at and away from the city in which Club has its home baseball park.

## X. Transportation

Club will provide Player with the mode and class of transportation of its choice from "home" to "abroad" games and back. Player agrees to use the mode of transportation furnished by Club to and from all "abroad" games at all times. Club will provide Player return transportation to Player's home city at the conclusion of the championship playing season or playoffs, or if unconditionally released prior thereto. Mode and class of transportation shall be at the Club's discretion.

## XI. Uniform

Club will select and furnish Player with necessary baseball uniforms, excluding shoes, but including all numerals, emblems, logos or devices to be worn on the uniform or affixed thereto. Additionally, Club may, if it wishes to do so, provide shoes or other personal equipment items or apparel, such as batting gloves or fielding gloves. Player shall wear uniforms, personal equipment items and apparel as furnished and shall not alter or disfigure them. At the end of the championship playing season, or at the end of any post-season series games, or upon the assignment or other transfer of this Minor League Uniform Player Contract, or upon the unconditional release of Player from this Minor League Uniform Player Contract, or upon any direction by Club to perform services for a different Club, Player immediately shall return to Club such uniforms, personal equipment items, apparel and any and all other property of Club in the possession of Player. Player shall not wear or use any personal equipment item, article of apparel or any other item with or upon Player's uniform which is not approved by Club, or which is not in accordance with the MLR.

## XII. Loyalty

Player agrees to serve Club diligently and faithfully, to keep in first-class condition, and to observe and comply with all rules and regulations of Club. Further, Player agrees to conform to high standards of personal conduct (before, during and after working hours), fair play and good sportsmanship.

XIII.  
Promotion of  
Baseball

In addition to the furnishings of professional baseball services to Club, Player agrees, beginning with the date that this Minor League Uniform Player Contract is executed, to cooperate with Club and to participate in any and all promotional activities of Club which, in the sole opinion of Club, will promote the welfare of Club or of professional baseball.

XIV.  
Pictures Of  
Player

Player agrees, beginning with the date that this Minor League Uniform Player Contract is executed, that current or future photographs, whether still or action, and motion pictures may be taken and any form of broadcasts or telecasts of Player, individually or with others, may be made at such times or places as Club may designate and agrees that all rights therein and all rights to Player's name, voice, signature, biographical information and likeness shall belong to Club and that they may be used, reproduced, sold, licensed, or otherwise disseminated or published by Club or its licensees, assignees, and/or other designees directly or indirectly in any medium whatsoever for any purpose (including but not limited to in broadcast, in print, on trading cards, posters and other merchandise of any kind, in electronics, in audio, in video or in connection with any media), in any manner and at any time, including after the term of this Minor League Uniform Player Contract, that Club desires. Player acknowledges that the foregoing rights include, without limitation, all related copyright, trademark, trade name, service mark, right of publicity and/or right of privacy rights. Club may exploit each of the rights granted to it by Player pursuant to this Paragraph XIV without additional payment or other compensation to Player. Player further agrees that during the term of this Minor League Uniform Player Contract Player will not make public appearances, participate in radio or television programs, or on-line computer forums or any public conferences of any sort, permit Player's picture to be taken while in Club's uniform or a part thereof, sponsor or permit Player's name, voice, signature, biographical information and/or likeness to be used in conjunction with any commercial purpose, including but not limited to the sale, rental or advertising or promotion of products or services, or write or sponsor newspaper, magazine or any other article for publication, without the express prior written consent of Club.

XV. Player's  
Representations

As a further inducement to Club to enter into this Minor League Uniform Player Contract, Player represents to Club as follows:  
A. Player has no physical or mental defects which would prevent or impair the performance of Player's skilled services as a professional baseball player for Club. Player is capable of and will perform services and such other duties as may be required pursuant to this Minor League Uniform Player Contract with expertness, diligence and fidelity.

B. Player does not own, directly or indirectly, stock or have any financial interest in the ownership or earnings of any Minor League Club or Major League Club except as hereinafter expressly set forth, and covenants that Player will not hereafter, while under this Minor League Uniform Player Contract, acquire or hold any such stock or interest.

C. Player has exceptional and unique skill and ability as a baseball player, and Player's services to be rendered to Club are of a special and extraordinary character which gives Player a peculiar value which cannot be reasonably or adequately compensated for in damages at law. Therefore, Player agrees that Player's breach of this Minor League Uniform Player Contract will cause Club great and irreparable injury and damage. Accordingly, Player agrees that, in addition to other remedies, Club shall be entitled to injunctive and other equitable relief to prevent a breach of this Minor League Uniform Player Contract by Player, including the right to enjoin Player from playing professional baseball for any other person or organization during the term of this Minor League Uniform Player Contract.

D. Player is not a party to, and will not enter into, any contract or any contractual obligation to render skilled services as a professional baseball player with any person or organization other than Club. Additionally, Player is not a party to, and will not enter into, any contract or any contractual obligation that conflicts with any of Player's obligations under this Minor League Uniform Player Contract or limits (as determined by the Club in the sole exercise of its discretion) the rights granted Club under this Minor League Uniform Player Contract or that impairs Club's ability to fully exercise such rights.

E. Player's name, as set forth in this Minor League Uniform Player Contract, and of which Player's signature to this Minor League Uniform Player Contract consists, is Player's proper and legal name and is not a fictitious or assumed name.

F. All personal information concerning Player in Addendum A is true and accurate.

G. Player is eligible, in accordance with the MLR, to execute this Minor League Uniform Player Contract.

H. Player represents and warrants that

1. Player has the full authority to grant the rights contained in this Minor League Uniform Player Contract and to execute, deliver and perform the obligations under this Minor League Uniform Player Contract,
2. the execution and delivery of this Minor League Uniform Player Contract will not conflict with or result in any breach of any agreement to which Player is a part or by which Player is bound, and
3. this Minor League Uniform Player Contract is duly executed and delivered by Player.



XVI. Playing  
For Others

A. For the purpose of avoiding physical injuries, Player agrees that during the term of this Minor League Uniform Player Contract, Player will not play baseball other than for Club, without the written consent of the Club. If Club consents to Player's participation in a winter league, the terms and conditions of Player's employment during winter league play shall be governed by this Minor League Uniform Player Contract, except that Player and Club shall agree on the amount of monetary compensation for Player's participation in winter league play.

B. Player and Club agree and recognize that Player's participation in any other sport may impair or destroy Player's ability and skill as a professional baseball player. Accordingly, from and after the date of execution of this Minor League Uniform Player Contract, Player agrees that Player shall not engage in automobile or motorcycle racing, hanggliding, fencing, parachuting, skydiving, boxing, wrestling, karate, judo, football, basketball, skiing, hockey, or any other sport or activity involving a substantial risk of personal injury. Player also agrees that, except with the written consent of Club, Player will not participate in amateur, intramural, intercollegiate or professional athletics in any sport whatsoever.

XVII. Physical  
Examination

A. When requested by Club, Player shall submit to a complete physical, psychiatric, psychological and/or dental examination at the expense of Club, and, if necessary, to medical, surgical, psychiatric or dental treatment at Player's own expense, except as otherwise provided in this Minor League Uniform Player Contract. Upon the failure or refusal of Player to do so, Club may take such action against Player as it deems advisable in the manner agreed to between the parties and set forth at Paragraph XX.

B. It is specifically provided, however, that if Player signed this Minor League Uniform Player Contract as a free agent (whether or not previously party to a Major League or Minor League Uniform Player Contract), within ninety days subsequent to the execution of this Minor League Uniform Player Contract by Player, Club may require Player to undergo a complete physical, psychiatric, psychological and/or dental examination by a physician and/or dentist of Club's choosing and at Club's expense. If such examination reveals the presence of any physical and/or dental defect, congenital or otherwise, which in the judgment of the physician or dentist would or might substantially impair Player's ability to play professional baseball and was present at the time of execution of this Minor League Uniform Player Contract by Player, Club may terminate this Minor League Uniform Player Contract without further payment to Player of any bonus, benefits or other compensation provided for in this Minor League Uniform Player Contract or any Special Covenants to this Minor League Uniform Player Contract. Such a termination, however, must be effected (including notification to the Commissioner's Office) within one hundred and five (105) days subsequent to the execution of this Minor League Uniform Player Contract by Player. In the event of a termination pursuant to this subparagraph B of Paragraph XVII, this Minor League Uniform Player Contract shall be void and of no force or effect between the Parties and Player shall repay any bonus, benefits or other compensation provided pursuant to any Special Covenants to this Minor League Uniform Player Contract.

XVIII.  
Assignments,  
Transfers And  
Directions To  
Perform For  
Minor Or  
Major  
League Clubs

A. Player specifically agrees and understands that this Minor League Uniform Player Contract may be freely assigned by Club, and re-assigned by any assignee Club, to any other Major League Club or Minor League Club.

B. Upon assignment of this Minor League Uniform Player Contract, the assignee Club shall be liable to Player only for payments accruing from the date Player reports to the Club for which Player is directed to perform by assignee Club. Assignor Club shall remain liable to Player for all payments accrued as of the date of the assignment. In addition, if Player reports to the Club for which Player is directed to perform by assignee Club as soon as the mode of transportation authorized or furnished to player permits, assignor Club shall be liable to Player for the travel time required to reach the city to which Player is directed to report to join the Club for which Player is directed to perform by assignee Club.

C. In the event this Minor League Uniform Player Contract is assigned, following Player's receipt of written or telegraphic notice of the assignment, Player shall report to the Club for which Player is directed to perform by the assignee Club as soon as the mode of transportation authorized or furnished to Player permits. If Player fails or refuses to report as soon as the mode of transportation authorized or furnished to Player permits, Player shall not be entitled to any payment for the period from the date upon which Player received written or telegraphic notice of the assignment to the date on which Player reports to the Club for which Player is directed to perform by the assignee Club.

D. Player also specifically agrees and understands that this Minor League Uniform Player Contract (and the Club's exclusive rights to Player's services under this Minor League Uniform Player Contract) may be freely loaned, leased or otherwise transferred to any Minor League Club. In the event this Minor League Uniform Player Contract is loaned, leased, or otherwise transferred, following Player's receipt of written or telegraphic notice of the loan, lease or transfer, Player shall report to the Club to which this Minor League Uniform Player Contract is loaned, leased or otherwise transferred as soon as the mode of transportation authorized or furnished to Player permits. If Player fails or refuses to report as soon as the mode of transportation authorized or furnished to Player permits, Player shall not be entitled to any payment for the period from the date upon which Player received written or telegraphic notice of the loan, lease or transfer to the date on which Player reports to the Club to which this Minor League Uniform Player Contract is loaned, leased or otherwise transferred.

E. Player also specifically agrees and understands that Club may freely direct Player to perform services for any Major League or Minor League Club. Further, following Player's receipt of written or telegraphic notice of the direction to perform, Player specifically agrees and understands that Player's obligation under this Minor League Uniform Player Contract to perform services for the directed Club shall be the same as Player's obligation to perform services for Club under this Minor League Uniform Player Contract. If Club directs Player to perform services for a Club, Player agrees to report to the Club as soon as the mode of travel authorized or provided permits, and to perform all services for such Club in a diligent and faithful manner. If Player fails or refuses to report as soon as the mode of transportation authorized or furnished to Player permits, Player shall not be entitled to any payment for the period from the date upon which Player received written or telegraphic notice of the direction to perform to the date on which Player reports to the directed Club.

F. Player agrees that Player will execute the standard form Major League Uniform Player Contract then in effect in the Major Leagues if Player is placed (following an assignment, direction to perform or otherwise) on a Major League roster, Major League under control list or Major League Reserve List at any point during the term of this Minor League Uniform Player Contract.

G. If Player agrees, this Minor League Uniform Player Contract may be assigned, loaned, leased or otherwise transferred to (or Player directed to perform for) a Minor League Club or other professional baseball club participating in winter league play. The terms and conditions of Player's employment during winter league play shall be as stated in Subparagraph A of Paragraph XVI.

- XIX. Termination
- A. If Club is in arrears to Player for any payments due Player under this Minor League Uniform Player Contract for more than fifteen (15) days, or if Club fails for more than fifteen (15) days to perform any other obligations agreed or required to be performed by Club, Player shall be entitled to apply to the Commissioner to terminate this Minor League Uniform Player Contract. Thereafter, if Club fails to remedy the default as to the payment or other obligation within such time as the Commissioner may fix, the Commissioner shall terminate this Minor League Uniform Player Contract by a declaration of Player's free agency. It is specifically provided, however, that Club shall remain liable to Player for all payments due to Player as of the date of the termination of this Minor League Uniform Player Contract and the declaration of Player's free agency.
- B. Club may terminate this Minor League Uniform Player Contract upon the delivery of written or telegraphic notice to Player if Player at any time shall:
1. Fail, refuse or neglect to conform Player's personal conduct to high standards of good citizenship and good sportsmanship;
  2. Fail, refuse or neglect to keep himself in first-class physical condition;
  3. Fail, refuse or neglect to obey Club's requirements respecting Player's conduct and service;
  4. Fail in the judgment of Club to exhibit sufficient skill or competitive ability to qualify or to continue as a professional baseball player as a member of Club's team; or
  5. Fail, refuse or neglect to render Player's services hereunder, or in any other manner to materially breach this Minor League Uniform Player Contract.
- C. If Player becomes disabled, Club may also terminate this Minor League Uniform Player Contract in accordance with Paragraph VIII above.
- XX. Disputes
- A. For the violation by Player of any of the obligations or duties of Player as set forth in this Minor League Uniform Player Contract, or for the violation by Player of any of Club's rules or regulations, Player agrees that Club may impose a reasonable fine upon Player and deduct the amount thereof from Player's compensation, or may suspend Player without compensation, or both. Player also agrees that Club may place him on any disciplinary list or lists prescribed by the MLR or any other applicable Major League or Minor League rules.
- B. In the event of any dispute or claim between Player and Club arising under any of the provisions of this Minor League Uniform Player Contract, the sole and exclusive forum available to Player and Club to resolve such dispute shall be arbitration by the Commissioner. Player or Club may exercise such right to arbitration by filing a written, itemized and detailed appeal with the Commissioner within 120 days of the event giving rise to the claim. The decision of the Commissioner shall be final and binding. Player and Club understand that the decision of the Commissioner may not be challenged in any federal or state court or any other tribunal or forum.
- C. Player specifically consents that either Club or the Commissioner may make known to the public the findings, decisions or record of any inquiry, investigation or hearing, including all evidence, information or testimony given, received, obtained or elicited as the result of any such inquiry, investigation or hearing.
- XXI. Contingent Bonus
- A. Any Special Covenants to this Minor League Uniform Player Contract which entitle Player to receive bonus payments if Player is retained by Club on a designated date or for a designated period shall be subject to the following: In the event Player is placed on the Restricted, Voluntarily Retired, Military, Disqualified or Ineligible List prior to the date upon which the bonus payment becomes due and payable to Player, payment of the bonus shall be suspended by Club until Player is reinstated to an Active List and reports to and is retained by Club for the number of days required by this Minor League Uniform Player Contract, including any special covenants.
- B. In the event the official date of placement on any of the lists enumerated in subparagraph A of this Paragraph XXI is later than the date Player ceased to be an active Player, the earlier date shall apply in determining the new date for payment of the Contingent Bonus following Player's reinstatement to an Active List of Club.
- XXII. Special Covenants
- If Player is to receive or has received any additional payment whatsoever from Club or from any other source in connection with this Minor League Uniform Player Contract, it must be fully described on Addendum B, giving name of payor, amount and nature of payment, when paid or to be paid, et cetera.
- XXIII. Legislation And Suspension
- This Minor League Uniform Player Contract is subject to federal and state legislation, regulations, executive or other official orders and other governmental action, now or hereafter in effect, which may affect directly or indirectly Player or Club. Additionally, this Minor League Uniform Player Contract is subject to the authority of the Commissioner to suspend the operation of this Minor League Uniform Player Contract, including the payment of compensation to Player, during any national emergency or any cessation or suspension of play in the Major Leagues. In the event that this Minor League Uniform Player Contract is suspended pursuant to the terms of this paragraph, it is specifically agreed between Player and Club that the compensation provisions of Paragraph VII shall be modified and the compensation paid to Player at the monthly rate set forth in Paragraph VII shall be paid only for the portion of the championship playing season actually played by Player. Moreover, in the event that this Minor League Uniform Player Contract is suspended pursuant to the terms of this Paragraph XXIII, it is also specifically agreed between Player and Club that the Club's exclusive right to the Player's services shall remain in effect and that this Minor League Uniform Player Contract shall continue in full force and effect for the remainder of its term once the suspension ends.
- XXIV. Entire Agreement
- Club and Player covenant that this Minor League Uniform Player Contract fully sets forth all understanding and agreements by and between them and agree that no understandings or agreements, whether heretofore or hereafter made, shall be valid, recognized, or of any effect whatsoever, unless and until they are set forth in a subsequent Minor League Uniform Player Contract executed by Player and Club, filed with and approved by the Commissioner of Baseball and complying with the MLR.
- XXV. Governing Law
- This Minor League Uniform Player Contract shall be governed by and interpreted in such a manner as to be effective and valid under New York law. However, if any provisions of this Minor League Uniform Player Contract shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidation only, without invalidating the remainder of such provisions or the remaining provisions of this Minor League Uniform Player Contract.

XXVI.  
Approval  
Required

This is the only Minor League Uniform Player Contract form prescribed by the MLR. No different form shall be used and no clause shall be added or eliminated without the specific written approval of the Commissioner. Any written or oral agreement between Player and Club not contained in this Minor League Uniform Player Contract shall subject both parties to discipline. No such agreement shall be recognized or enforced by the Commissioner. This Minor League Uniform Player Contract, including any addenda or attachments, shall not be valid, recognized or enforced unless filed with and approved by the Commissioner.

XXVII. Player  
Information  
and Notices

Player will immediately provide Club and any Club to which this Minor League Uniform Player Contract is assigned, loaned or leased (and any Club for which Player is directed to perform services) with Player's current home address and telephone number, and will keep such information current. Any written notice required to be given by the Club to the Player under this Minor League Uniform Player Contract may be accomplished, at Club's option, by sending the notice via registered mail to the Player's last known address and/or by physically delivering the notice to the Player. The effective date of any written notice shall be the date on which the notice is mailed or physically delivered, whichever is earlier. The effective date of any telegraphic notice by the Club to the Player will be the date on which the telegram is sent.

This Minor League Uniform Player Contract must be received at the Commissioner's Office within 20 days from the date SIGNED by Player. Player must sign NAME, including all INITIALS, and must DATE in Player's OWN HANDWRITING on Addendum A. Player's social security number, date of birth, street address, city, state, country, zip code and telephone number must be included. If Player has not previously signed a professional contract, Player's position, height, weight, batting hand, throwing hand, high school, high school graduation date, junior college, junior college graduation date, college, college graduation date and place of birth must be included. A copy of this Minor League Uniform Player Contract, when approved by the Commissioner, must be delivered to Player in person or by registered or certified mail, return receipt requested.

## ASSIGNMENTS OF THIS MINOR LEAGUE UNIFORM PLAYER CONTRACT

1. On \_\_\_\_\_, this contract was assigned from  
(Date)

\_\_\_\_\_ To \_\_\_\_\_  
(Assignor Club) (Assignee Club)

2. On \_\_\_\_\_, this contract was assigned from  
(Date)

\_\_\_\_\_ To \_\_\_\_\_  
(Assignor Club) (Assignee Club)

3. On \_\_\_\_\_, this contract was assigned from  
(Date)

\_\_\_\_\_ To \_\_\_\_\_  
(Assignor Club) (Assignee Club)

4. On \_\_\_\_\_, this contract was assigned from  
(Date)

\_\_\_\_\_ To \_\_\_\_\_  
(Assignor Club) (Assignee Club)

5. On \_\_\_\_\_, this contract was assigned from  
(Date)

\_\_\_\_\_ To \_\_\_\_\_  
(Assignor Club) (Assignee Club)

**EXECUTION OF THIS CONTRACT**

By affixing their signatures below, Player and Club indicate their understanding of, and agreement to, all of the provisions of this Minor League Uniform Player Contract, addenda, and any other attachments.

**CLUB DATE AND SIGN HERE**

AS TO CLUB:

June 9, 2011  
Date (Write Out Month)

By:

*Mike Berg*  
Authorized Club Representative's Signature

Title:

Coordinator of Amateur Scouting

**X PLAYER DATE AND SIGN HERE**

AS TO PLAYER:

June 9, 2011  
Date (Write Out Month)

*CL Epps*  
Player's Signature

FOR  
COMMISSIONER'S  
OFFICE USE

Approved and recorded:

Date:

06/13/2011

By:

*Ray H. Lind*  
Commissioner of Baseball